

1882-044 Chancery Causes: Joseph Parkey vs. William Parrott &c
Lee Co.

Fulkerson, Thompson

CA-Debt
T-Property

Will. 1870 : Caleb Bales : Tennessee

-Deed

To the honorable John A. Kelly Judge
of the Circuit Court of Lee County.

The Bill of Complaint of Joseph
Parkey would respectfully represent, that at the
March term of the County Court of said County for
the year 1867, Your Orator obtained a judgment
at law against one William Parrott of said County,
for the sum of \$693.93. (Six hundred & ninety three dollars
and ninety three cents), with interest thereon from the 23rd
of September 1865, until paid, and the costs, amounting to
\$5.73. On the 3rd day of December following an execution issued
thereon for the interest that was then collectable under the stay law,
for the sum of \$41.63. & the costs of that motion \$5.89, and was
returned no property found, except that embraced in a deed
of trust executed to L. Parrott Esq. A copy of these
judgments, and said execution with the return endorsed
will be filed with this Bill, as an exhibit, & part thereof,
marked (A). The said judgment interest & costs, and
every part thereof, is still due & owing Your Orator, except
the sum of \$516.00, (Five hundred & sixteen dollars), which
Your Orator realized on the - day of January 1871.

The said William Parrott was the owner of a good
tract of land situate in Lee County, adjoining the land of
Thomas Moore & others whereon he resided for many years
before the rendition of said judgment, & so continued until
within the ^{last} 18 months or two years; but before said judgment
was obtained, to wit: on the - day of October 1865, he executed
and acknowledged, a deed of trust, which was shortly afterwards
recorded, by which he conveyed said tract of land, and
a considerable amount of personal property, to Sipscomb Parrott
Esq. as trustee, to secure the payment of numerous debts

3) named therein, due to Caleb Bales, & several other creditors therein mentioned; A copy of this deed, is herewith filed as part of this Bill marked (B). Afterwards the said Trustee Lifescore Parrott Inn. was displaced by order of Court, and John McLin was substituted in his place, and subsequently the said McLin made sale of said tract, ^{of land,} & other property embraced in said trust deed, and one Caleb Bales, a large beneficiary in said trust, became the purchaser of said tract of land. A copy of said order, and the report of said Trustee is filed herewith as part of this Bill marked (C). The said Caleb Bales departed this life on the day of 186, and by his last will & testament, devised said tract of land, to his daughter Martha E. ^{the then} wife of the said William Parrott, by whom he had several children, during her natural life, and then to be divided among her ^{at her death,} children. An authenticated copy of this will and the probat thereof, is also filed with this Bill as part thereof marked (D). The purposes of the trust being consummated, the said Trustee John McLin, who was yet the holder of the mere dry legal title, in view of the premises, did on the 1st day of June 1870, by deed duly acknowledged and recorded, convey to the said Martha E. Parrott, the wife of the said Wm Parrott, the said tract, or parcel of land with all its appurtenances, the said Parrott & wife, being then, as they had all the while in possession of the said tract of land, & so remained as before stated until some time in the year 1871 or 72, when they removed to the State of Texas where they now reside, both being still alive. A copy of said deed from McLin to Martha E. Parrott, is herewith filed as part of this Bill, marked (E). The said tract of land is now in the possession of John Parrott, son of the said Wm. Parrott, but by what authority, or contract, or by whom given, or made

Your Orator is unable to state, Your Orator is advised that the marital rights of the said William Parrott, attached to the life estate, of his wife, in the said tract of land, as soon as the same vested in her, and that his said judgment was a lien upon said rights against all persons who had actual notice of said judgment, or constructive notice of the same, by its being docketed ^{which was before the said parties commenced, by the said Wm Parrott} as it was on the 19th October 1872, a copy of which docketing is herewith filed as part of this Bill marked (F).

The premises considered, the object of this Bill is to subject the interest of the said Wm Parrott, in said tract of land, to rent, or sale, and Your Orator being without an adequate remedy at law, and entitled to relief in Equity, his prayer therefore is that the said Wm Parrott, and Martha E. his wife, and John Parrott be made parties Defts to this Bill, and be required to answer ^{those} the allegations, fully & truly upon oath, as if repeated by interrogatories, and that upon a final hearing that Your Honor, will render a decree either to rent, or sell the interest of said Parrott in the land aforesaid, as to Your Honor may ^{seem} most consistent with the principles of Equity & the rights of the parties; and that in the meantime if it shall become necessary, that a Receiver be appointed to rent, said land during the pendency of this suit; and that Your Honor will grant to Your Orator such other & further, general & special relief, as the Equity of his ^{case} demands, and a Court of Equity can administer.

May the Commonwealths Subpend issue, directed &c. & as in duty bound, Your Orator will ever pray &c.

Lane for Pltffs.

94-36.
 12.00 cr
 \$ 42.36
 5-45 cr
 76-91-

Joseph Parker, ²⁰ debtor

Bill to enforce
 Judgment Lien.

William Parrott & others

1874 Feb. Bill filed, Jan. directo.
 in John Parrott & Decree nisi.
 Mr. D. N. Cault & Cault.

March Continued.

May Order. P. Cault.

June Continued for O. P.

July O. P. Cault & Decree nisi.

Aug D. N. Cault set for hearing
 by Peff.

and from one of them.

Parrott filed & ref. there.

Aug Decree nisi & Cault.

Nov Decree nisi Cault.

1875 Mr. Cault.

Aug Cault & Decree nisi.

Nov Decree nisi Cault.

1876 Mr. Decree nisi Cault.

Aug & Nov Cault.

1877 Cault this year.

1878 Cault " "

1879 Cault " "

1880 Cault " "

1881 Mr. Cault, Aug. Court.

1882 Mr. Cault, Aug. Court.

C 10.13 Pk only
 16.00 Jones
 S .80 C. J. P.
 Calkins 3.50 Overton
 P. 8.00 Overton
 34.13
 5.00
 39.13
 1.83 to July 1881
 4.32 to July 1881
 1.75

Chs 1881

To the Honorable John A. Kelly judge of the
Circuit Court of Lee County

The Debtor and Answer of John Barnett
to a Bill filed in your Honorable Court by Joseph
Bantley and others, for Removers says that the said
Bill is not sufficient in Law for him to maintain
his action against him and of this he
trays judgement of the Court otherwise

But should he be held to further
Answer. Answering states that it is true
Complainant obtained a judgement at Law against
Respondents Father William Barnett for the sum of
\$693.93. with interest from 1865. but a very large part
of said judgement if not all has been paid long since
the facts about the payment of this debt is this. My Father made
preparations to
Barnett in the year 1869 ~~to move~~ to remove to the
State of Texas. in a Flat bottom boat and while ~~in~~
~~he was making said preparations~~ ~~was~~ ~~the~~ ~~boat~~
~~and~~ said Boat and all its contents. was seized upon
and sold the amount realized from said sale and
the other property sold. your Respondent cannot state
but believes it was about sufficient to pay & satisfy said
debt and he so charges. since said sale of property
your Respondent has been summoned to answer
interrogatories and did answer and judgement was
rendered against him in favor of complainant for about
and was paid \$82.80 on said judgement
\$80 or \$90. more. which Respondent is advised will
be about enough to liquidate said judgement if the
facts have been properly officed as they should have been

and he here calls upon complainant and asks that he be
compelled to apply strictly all the payments made hereafter
to the payment of said judgment and show what amount
was realized from said sale, to whom said when
said what sum remains due if any, upon said judgment
after offsetting the credits including the judgment against
Respondent.

Respondent denies that said judgment is a lien upon the
land in the Bill mentioned and now sought to be sold
to pay this debt, for at the time of the ~~sale~~ rendition of
said judgment, his father Wm Barnett against whom
the judgment was rendered, did not own any real ~~estate~~
in Lee county. It is true he at one time did own
said tract of land, but in October 1865 he conveyed
the same by Trust deed to secure the payment of various
debts in said deed mentioned. Some time thereafter
the trustee sold said land by virtue of the provisions of
said Trust deed when one Caleb Ball, became
the purchaser of said tract of land who paid up all
the debts in said Trust deed mentioned amounting to
something over \$4,000. greatly more than the land is now
worth. Since said purchase and the payment of said debts
secured by said Trust, said Caleb Ball, has departed this
life, leaving a will, which has been properly proved
and admitted to Probate as stated by complainant in his
said **Bill** by the provisions of said will ^{it} shall be
seen that said decedent devised the land in said Bill
mentioned ^{to his daughter} ~~to his~~ Martha E. Barnett, and her heirs

of which Respondent is one. soon after said will the
Trustee to carry out the provisions of said will conveyed
the land sold under & by virtue of said ^{first deed} ~~will~~ to said
Morty E. Barnett, as stated in complainant's said Bill
Morty E. Barnett at the date of said will had the following
named children to wit Respondent (John Barnett)
Calix N. Barnett Mary E. Barnett who had married one
Vincent G. Bales. Archibald L. Barnett. Mary C. Barnett
who married A. B. Edmundson. Floyd S. Barnett
Simpson C. Barnett & Cornie A. Barnett. there were then
all born, and are the children to whom said land was
deeded by deceased Calix Bales. but the said Morty E.
Barnett master of Respondents by the provisions of said will
lives jointly during her life with said children said tract
of land. Hence it will be seen that the said William
Barnett had no interest whatever in said land at the
time of the rendition of said judgment, but by the provisions
of said Bill & the deed made by the trustee under said
will he is entitled to an interest during ~~his life~~ ^{his life or} the life
of his wife which ever might terminate first takes
away his interest and the interest of Morty E. Barnett wife
of the said William Barnett. being a joint interest during
her life only with said children ~~loses~~ his interest
to be a life interest jointly with said children unless
she should first die then his interest in any part of
the land ceases and it descends jointly to said
children by Respondent to complainant's Exhibits in his
said Bill your Honor will see the copies of said
will & deed under Respondent is advised and cannot

Respondent would further state that ~~the same~~ the same
interest of his said father will ~~be~~ for a sum sufficient
to pay whatever sum may still remain due upon
said judgment. if any thing be due in less than five
years. Respondent is in possession of said land under
an agreement with his mother and the other children
and has fully accounted for all rents due ~~for the~~
by a valuable consideration without any knowledge or delib-
erate use of said place. he has repaid it very considerably
in paying up the fencing &c
and paid off the taxes due upon it. and as before
stated has been summoned & answered and the court
gave judgment against him for a considerable amount
which he is compelled to pay.

Respondent's interest in said land is a joint one
with the other children of his mother and with his
mother
not wishing his demeanor but relying upon the Court
Respondent, having now answered so much of complainant's
said Bill as he is advised it is material for
him to answer. not desiring any such and every
allegation not herein denied or admitted to be
here denied &c

Halloway & Morrison

Virginia Lee county to wit

This day John Barret personally appeared before me the
undersigned and made oath that the facts stated in the
forfeiting answer are true so far as they depend upon his
own knowledge & that so far as they depend upon
information derived from others he believes them
to be true Given under my hand this 20 day
of April 1874

John R. Gibbons D.C.

To the Honorable John A. Kelley judge of
the circuit court of Lee county

The separate Arseuer of John Warrent to a

Lahn Marnat
as ~~James~~
Joseph Warky

Filed at Aug Term 1874
& General replication.

James W. Orr, Clerk.

Joseph Parkey's admors. }
vs. }
William Parrott & others }

This Cause came on again to be heard on the 7th day of Sept 1882, upon the papers formerly read, and the assignment & transfer of Wm Parrott, dated the 25th Augt 1882, assigning & transferring to John L. Parrott the surplus fund arising out of the renting of the land in this Cause; and upon the receipt of the said John L. Parrott for the same, dated the 2nd day of Sept 1882, and the agreement of Jno L. Parrott to pay the Costs accruing in the Cause since the Mar Term 1876, and the adjunction of the Pliffs Counsel, that this debt & interest had been fully paid, and all the Costs, except that accruing since the Mar Term 1876, and was argued by Counsel upon consideration whereof, and for reasons appearing to the Court, it is adjudged, ordered, and decreed, that the action of the receiver in said Cause in the disbursement of the surplus fund be ratified & confirmed, and that the Debt Jno L. Parrott, pay to the officers of the Court their legal fees, accruing since the Mar Term 1876, and for the enforcement of the payment of the same, execution may issue from this Court, and no further action being necessary in this Cause, the same is ordered to be stricken from the docket.

Joseph Parker
w³/₃ final decree.
Mr. Parrot & others

Augst term 1882
Entered Page 281
J. A. G. Hyatt
Clerk

Enter
J. A. G.
Sept 7, 1882

Joseph Benson }
 Wm Parratt & Co } J. M. Henry

It being suggested by the parties that
 this cause is not ready for a hearing. but
 that it is necessary to have the former in
 controversy cultivated and by consent of
 the parties M. B. D. Lane is appointed
 receiver to rent by private agreement
 to John Parratt the present occupant of
 said land for one year for a fair rent
 upon such reasonable terms as they may
 and report his proceedings to court
 agree ~~at~~ but this agreement is not to interfere
 in any way with the rights of plaintiff or defendant
 involved in said suit and this cause is
 continued

* Said receiver is also authorized to receive from
 said John Parratt the rents for this year

Joseph Warkny
vs ~~the~~ Consent
~~Order~~
Wm Warratt et al

Entered Order Book
page 372.

James Warr. clk.

Enter
Book
Aug. 28/74

Joseph Parke ^{admirer}
vs
Wm. Parrott & others } In Chancery.

This cause came on again to be heard, on this day upon the papers formerly read and report to J. of Receiver W. B. D. Lane, and was argued by Counsel; and it appearing that said report, has been filed the time required by Law, and no exceptions be made thereto; after consideration whereof, it is adjudged, ordered, and decreed, that said report be confirmed; and this cause is continued until the next term.

Joseph Parkyn admtr
viz Deenee

Mr. Parrott & others.

March Term 1876.

Entered order Book
page 584.
James W. Orr, clerk.

Encl
J. W. K.
Apr 3/76

Joseph Parker. }
Mr. } In chancery,
Mrs. Parrott & others }

Upon the calling off this cause on the day
of November 1875, it was suggested that the Pltff in this suit,
had departed this life, since the last decree entered in this
cause, and that his estate had been committed to ~~Wm B. Overton~~
~~John A. Overton, of the County~~, wherefore it is ordered that this
suit be revived, and prosecuted in the name of said ~~Overton~~,
as said admr, and by consent of the Defts. by their attorney,
the cause, came on to be heard upon the papers formerly
read, and report of D. of Receiver Lane, and it appearing
that the said report has been filed the time required by
law, and no exceptions being filed thereto, upon consideration
whereof, it is adjudged, ordered and decreed, that said
report be confirmed, and that said Receiver retain
said notes, in his hands and collect the same as they
fall due, and out of the first money that comes to
his hands, he pay to the parties entitled, thereto the costs
at law, & the costs of this suit, and retain out of the same
his commissions, and then continue to pay to the said admr,
until the claim of the Pltff, is discharge, and take his
receipt for the same, and the residue, that may come
to the hands of said receiver, he will retain, subject

to the future order of this court, and he will report
his proceedings to future terms of this court, and the
cause is continued until the next term.

Joseph Barker.

W^m E. Deane

William Barrett & others,

November term 1875,

Entered on the Book

page 471 & 472.

James W. Orr, Clerk.

Enter

page 471 &

Nov. 27/75

Joseph Parkey. }
24 } In Chancery.
William Parrott & others }

This cause came on to be heard on the day of November 1874, upon the Bill and exhibits filed therewith, the ^{Demurer &} answer of the Deft Ino Parrott, and general replication thereto, and the report of Receiver W. B. D. Lane, and was argued by counsel; and it appearing ^{to the Court} that the order of publication made against the Defts William Parrott, and Martha E. his wife, has been duly posted & published, and they still failing to appear and answer, the Bill is taken for confessed as to them; and the report of said Receiver having been filed the time required by law, and no exceptions being filed thereto; upon consideration whereof, it is adjudged, ordered and decreed, that the Demurer be over-ruled, and that said report be confirmed; and the Court being of opinion, that ~~Martha E. Parrott, has a life estate in the tract of land~~ ^{the tract of land} ~~devised to her and her children by Caleb Bales, &~~ ^{Martha E. Parrott} afterwards conveyed to her by Ino B. McLean trustee, and ~~that thereby the said Wm Parrott, by virtue of his marital rights, is entitled to the rents & profits thereof, during the natural life of himself & wife; and that the Pltffs~~ judgment is a lien thereon, it is therefore, ^{by consent of parties} further adjudged, ordered, and decreed, that Receiver Lane having first given bond as required by law, proceed to collect the two bonds given for the renting, confirmed in a previous part of this decree, and apply the same as collected, to the liquidation of the Pltffs judgment, for \$693.55. with interest from the 22nd day of September

1865, till paid, subject to a credit of Five hundred and
Sixteen Dollars, as of the 1st January 1871, and Seventy
Six Dollars, and ninety one cents, as of the 16th February
1874; and the costs at law \$6.51. and the costs of a
motion to collect interest, amounting to the sum of \$5.89,
and the costs of this suit, and expense of renting;
and if the bonds collected by said receiver, shall be
insufficient, to discharge the several sums aforesaid, then
the said Receiver shall rent the said farm, from
year to year, commencing with the termination of the present
tenancy, by private, or public contract as he may deem
best, on a credit of twelve months, taking bond with
good security, bearing interest from the commencement
of the rental year, until he has realized the full
amount of the Pliffs claims as herein before stated,
& the expense of renting, and the cumulative costs,
but in no event shall he rent for a shorter period
than one year; and he shall report his proceedings
to future terms of this Court, and this cause is continued
until the next Term.

Joseph Parkley.

Wm. Deane

William Parrott York

November Term

1874

Entered order Book page
899-400.

James Warr, clk.

Cash

Book

Nov. 27/74

Joseph Parkey, }
William Parrott & others } In Chancery,

The undersigned, who was appointed a receiver in said Cause, by a decree therein, rendered at the August Term 1874, to collect the rent of the farm in the Bill mentioned for said year, and to rent the same for the year 1875, by private contract, would respectfully beg leave to report, that in discharge of said duty, he negotiated with John Parrott, who has been in possession and cultivated the said farm the present year, and on the 19th of September last, the said Parrott, executed his bond, to me as Receiver, for \$150.00 (One hundred & fifty Dollars,) payable the 1st day of January 1875, with Thomas Moore, as his surety, each waiving the Homestead, and binding themselves, in addition, to pay the taxes on said farm for the year 1874, the tenancy of which is to terminate the 1st September 1874, and the above named sum, & taxes to be in full of the rent of said year; and at the same time & place, pursuant to said decree, I rented the said John Parrott the said farm for the year 1875, for the sum of \$150.00, and the payment of the taxes thereon for the year last aforesaid, the tenancy whereof for said year is to terminate so far as necessary to sow wheat, on said land, on the 1st September 1875, and in toto on the 1st day of January 1876, for this latter rent he executed to me as said Receiver another bond, dated the 19th September 1874, for \$150.00 (One hundred & fifty Dollars, payable the 1st January 1876, with interest from the 1st January 1875, with Thomas Moore as his surety, waiving the Homestead,

and binding themselves to pay said Taxes for the
Year 1875, and specifying therein the stipulations
of the tenancy. These two several bonds are
now in the possession of your Receiver, subject
to the order of the Court. Your Receiver
considers that he has obtained a fair and
reasonable price for said farm, for each
year, and is not aware of any reason why
said renting should not be confirmed.

Respectfully submitted, November 10th 1874.

W. B. D. Lane, Receiver

Original Papers.

as Report of Receiver
Lane, Nov 10th 1874.

W. B. D. Lane, Receiver

Filed November 11th 1874.

James W. Orr, Clerk.

Joseph Parkey }
vs. } In Chancery.
Mr. Parrott & others }

The undersigned ~~therefore~~ in said cause would beg leave to report, that he ascertained that the renting reported in his report, filed the 11th November 1874, would be insufficient, to pay the Pltffs debt, interest, costs at law, and chancery, and the expense of renting. The sum of \$190.98 (one hundred & ninety Dollars & ninety eight cents) as of the first of January 1876, after applying as a credit the note due that day; and as directed by the decree entered in this cause on the 27th 1874, I again on the 13th of September 1875, rented the land in the Bill mentioned, to Geo Parrott, as I had before done, for two years, at the sum of \$150.00 per year he paying in addition, the tax thereon for each year, and I took from him two bonds for the payment of said rent, with Thomas Moore as his surety in each, waiving the Homestead.

The first bond for \$150.00 is payable the 1st of Janry 1877, with interest from the 1st Janry 1876, and the second for a like sum, \$40.98, of which, with interest on the same from 1st Janry 1876, is like the first bond, payable on the 1st Janry 1877, and the residue of this last ^{bond} say \$109.02, is payable on the 1st Jan 1878, bearing interest from the 1st Janry 1876.

It will be observed that these two bonds amount to more than the balance of the Pltffs Claim, including costs &c, but Your Receiver was forbid to rent for less than one year; and as one year would not pay said Claim, & costs &c, he had to rent for two years, which as appears above, would leave a balance of \$109.02, less the Commission of Your Receiver on these two bonds say the sum of \$15.00, to be disposed of by the Court to other parties than the Pltffs. ^{of which stated the 13 Sept 1875} These bonds are, in the possession of Your Receiver, subject to the future order of the Court, all of which is respectfully submitted.

Sept 13th 1875

W. B. D. Lane Receiver.

Joseph Parker.
w. & Report of Receiver Lane
No 2.
William Parrott & others

Filed Nov 13th 1875.
James W. W. clk.

Joseph Parkeys ^{admirer}
vs
Wm. Parrott & Coes } In Chancery,

The undersigned ^{Receiver} ~~Commissioner~~ in this cause
would respectfully state, that since the last decree
entered in this cause on the 29th Nov 1875, he has collected
the second note of John Parrott, executed for the first menting,
amounting on the first January 1876, principal
and interest to the sum of \$159.00 (One hundred & fifty nine
Dollars,) and in pursuance of said decree, he disbursed
the same as follows; he retained the attorneys fees, and also
his Commission Fifteen Dollars, on the said first menting, and
the balance of said sum, he paid ~~in~~ costs, and upon the
Pltffs debt, as shown by the receipts of E. W. Orr and Thos.
Brown, on one sheet, herewith filed with this report, as
part thereof marked. (C 2). and also the receipt of
Wm. B. Oventar, admtr & Pltff, for \$100.97, dated the 21st
February 1876, and filed with this report, as part
thereof marked. (B 3). No further money is payable
in this cause until the 1st day of January 1877.

all of which is respectfully submitted.

Chanc 10th 1876.

W. B. D Lane Commissioner.
& Receiver.

Received of W. B. D. Lane, Receiver
in the Chancery cause of Joseph Parkey
against Mr. Parrott & others, Ten Dollars and
thirteen cents, the amount of clerks cost and one
and the papers in said cause to Nov 1875.
Witness my hand & seal, January 15th 1876.

James W. Orr, Clerk *(Seal)*

Received of W. B. D. Lane Receiver in the
Chancery cause of Joseph Parkey against William
Parrott & others One dollar, my costs as Sheriff
for serving summons at law, and notice for interest
in the proceedings at law, between said parties
Witness my hand & seal. Feby 10th 1876.

Thos. J. Brown *(Seal)*

(14.2)

(14.2)

He carried up W. B. D. Hane. Received
in the Chancery Cause of Joseph Parkey
vs. William Parrott & others, Ninety two
Dollars, & forty seven cents, the balance
of the ^{for first printing} second note, collected of Geo Parrott,
after payment of Costs, and Commis to Receiver
on first printing, and also Eight Dollars ~~of~~
Cents, Costs, taxed to clk in Sum \$5.50, & cost taxed
printer \$5.00 and ~~being~~ the said \$8.50
Witness my hand & seal
Feb 2⁽²¹⁾ 1876.

Wm. B. Overton
Admstr ~~of the~~
of Geo. Parkey decd.

(B.3)

Outlines
Receipt
July 21/76.

(B.3)

Joseph Parker adm^r
re { Receivers Report
W. J.

Wm. Parrott & others.

Vouchers attached.

Filed Nov 18th 1876.

James W. Corcoran.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING :

We command you that of the goods and chattels of

William Parrott

late in your bailiwick, you cause to be made \$ *41.68* which

lately before the *Justices* of our *county*

Court of Lee county, *has* recovered against *him* for one year's interest next preceding the

first day of *August*, 186*7*, upon a *Judgment* of \$ *693.93*

Also the further sum of \$ *57.31*

which to the said *Parkey*

in the same Court were adjudged for *his* costs in that behalf

expended, whereof the said *Parrott is*

convicted, as appears to us of record, and that you

have the same before the *Justices* of our said Court, at the Court-house, at Rules to be holden

therefor, on the first Monday in *February* next, to render to the said *Parkey*

of the interest and cost aforesaid. And have then there this writ.

WITNESS, HENRY. J. MORGAN, Clerk of our said Court, at the Court-house, this *2nd* day of

December 186*7*, in the 92*nd* year of the Commonwealth. ~~72d~~

Henry J. Morgan Clerk.

A copy
Teste John R. Gibson D.C.

2 2.31
2 2.50
0 .60

5.31
5-8

5.89

No 6 108 108

Joseph Parkey
Esq. Secy.

William Parrott

February Rules 1868

No security to be taken

January 31st 1868

Not Executed
no property found except
what is embraced in deed
of trust and claimed
by Eliza Parrott. Jr

Thos. J. Brown D.S.

(cc 1)

280

Virginia.

At a court of quarter sessions continued and held for Lee county.
at the court house thereof, on Saturday the 23rd day of March 1867.

Joseph Parkey

Plaintiff

against

vs. Debt

William Parrott

Defendant

The defendant not appearing it is considered by the court that the judgment obtained against him in the clerk's office for \$693.93. the debt in the declaration mentioned, with legal interest thereon from the 22^d day of September 1865 till paid, and the cost be made final. But it appearing to the court that the consideration for which the notes were given upon which this action is founded were in existence prior to the 20th day of April 1865. execution of this judgment is therefore stayed during the existence of the present Stay law.

to 2.51
do 2.50
do .50
do .50
do .50
do .50
\$ 6.51

Costs on judgment 62.89
for interest 2.50
\$ 65.39

Attest Lest - John R. Gibson D.C.

1871. January Credit the within Judgment \$516.00
paid to me for Joseph Parkey at Chattanooga Tenn
Wm Riley

1874
Feb. 16 By bal of Judgment of \$94.36. obtained, B. J. Parrott upon suggestion after deducting a credit & the costs of said proceedings (\$5.45) thus sum Seventy Dix Dollars and ninety one cents.

Joseph Parkey
& 3 Copy of Judgment
William Parrott

(cA)

Free for Lib. copy 20¢

Lee County Court Clerk's Office the 16th day of October 1865 This Deed of Trust for land and personal property from William Parrott Sr of the first part to Lipscomb Parrott Jr of the second part, for the benefit of Caleb Baker and others, mentioned therein dated the 14th day of October 1865 was acknowledged before me by the said William Parrott Sr as grantor, to be his act and deed for the purposes therein mentioned, and the said deed of Trust being duly stamped, is admitted to record

Teste Henry J. Morgan Clerk

A copy

Teste James W Orr. Clerk.

This Indenture made this 17th day of October in the year one thousand and interest; and together with all my house hold and kitchen furniture, with eight hundred and sixty five, between William Parrott Senr of the County all its appurtenances, To have and to hold, the said tract or parcel of land of Lee and State of Virginia of the one part and Lipscomb Parrott Jr of with all its appurtenances, together with all the above named prop. cty unto the said the same County and State of Virginia of the other part Witnesses That the Lipscomb Parrott and his heirs forever, and the said William Parrott for him said William Parrott, being indebted to Caleb Bales the sum of one hundred and forty dollars due May 1st 1857 Subject to a credit of forty Self and his heirs doth covenant with the said Lipscomb Parrott, and his heirs, that he the said William Parrott, and his heirs, the said tract or parcel of five dollars Oct 1st 1860 one other note due the 7th day of November 1862 land with all its appurtenances, and also all the above named property unto for Three hundred and fifty dollars, also one other note for Twelve hundred the said Lipscomb Parrott Jr and his heirs against all the claims of all persons red dollars, due Oct 26th 1862; also one note for Twenty three dollars due whomsoever, shall warrant and forever defend, trust, nevertheless that if the said the 27th day of August 1865 and also being indebted to John McDowell Jr. William Parrott and his heirs, shall well and truly pay or cause to be paid one note due July 1st 19th 1861 for one hundred and fifty dollars; and being unto the parties named within the first and full sum designated and to indebted to R. M. Bales the sum of thirty dollars due Oct 1st 1856 and note their names annexed, which is due and owing them, and which the said William executed to John P. Ridings; and being indebted to Catherine Ewing, and Parrott hereby binds himself, and his heirs well and truly to pay together with Harriett C Ewing the amount of one note for Sixty Seven dollars due 1st Decr the expense with drawing and recording this Indenture on or before the first 1852 And one other note executed to Bales Ewing \$60 for one hundred and eighty day of January 1869. Then this Indenture to be null and void. And in further dollars, due the 8th of May 1854 And being indebted to Alexander Ewing the trust that if the said William Parrott or his heirs, shall not, on or before amount of one note due Decr 24th 1854 for Three hundred and Fifty Dollars; and the first day of January 1871 well and truly, or cause to be paid unto the parties being indebted, to Vincent Bales for the amount of a note Executed to Bales Ewing named within the sum to each of their names annexed, with interest accruing there He for Three hundred and twenty Nine Dollars, due August 18th 1859 And being on or whatever may be due, and owing together with the expense of drawing and, willing and that the same shall be secured; and for and in Consideration of recording this Indenture, then in that case it shall be lawful for the said Lipscomb Parrott Jr or his heirs Executors, or administrators, to proceed to sell the above the sum of one dollar to him in hand paid, do grant, bargain and sell unto the named property, and Lands, or so much thereof, as shall be sufficient value said Lipscomb Parrott Jr a certain tract or parcel of land lying and being to pay the amounts due to each individual as above named, on the terms prescribed in the county, of Lee near Fowells River; it being the same land that the said in the Sixth Section of Chapter 117. of the Code of Virginia, and in all respects William Parrott now lives on; also all my crop on hand and growing; sixty to conform to, and observe, the requirements of said Section, Witness the follow head of Hogs. Thirty head of Sheep. Four head of horses, one pair work-aving Signatures, and Seals, -
seven head of Cattle, one Grain Mill, One Side Saddle one cross cut saw, William Parrott. Senr (Read)
one wagon. one cart, one set of Black Smith Tools, and one Seed in trust that Lipscomb Parrott Jr (Read)
I hold on Stephen L. Parrott's land, for Nine Hundred and Twenty Eight dollars

Lipscomb Parratt Jr.

From Copy of Deed of Trust.

Wm Parratt Jr.

(B)

At a county court begun & held for Lee county at the court house thereof, on Monday, the 20th day of December 1867 Present: George B. Milbourn, Presiding Justice, and James W. Pate & George W. Powell, Associate Justices

William Parrott of this county, having on the 14th day of October 1865 executed a deed of Trust for all his real & personal property to Lipscomb Parrott Jr Trustee to secure certain creditors therein named, and the said Lipscomb and the said Trustee Trustee having refused to execute the provisions of said trust by consent of the said William Parrott, grantor in said Deed and Caleb Bales, John M. Lowell, Vincent Bales, ^{Harritt Goring and Robert Bales} part of the creditors secured by said trust who waive their right to a notice or rule upon them to show to the contrary It is therefore ordered that John B. Melin be and he is hereby substituted in the room & stead of said Lipscomb Parrott, Trustee as aforesaid, in said Deed of Trust, and all the rights and powers conveyed by said Deed upon said Lipscomb are now conferred upon said Melin:

A copy

Teste James W. Orr, clk.

Order of Court, removing
Parrott, & appointing John
B. McLean trustee.

(6)

I Caleb Bates of the County of Hancock and State of Tennessee do make and ordain this my last will and Testament in manner and form, as follows. first I give to my son Jonathan Bates the farm on which I now live, including all the lands I own on the South side of Powell's river supposed to be worth four Thousand five hundred dollars to him and his heirs forever. Second I give to my Daughter Martha E. Parrott, the tract of land on which William Parrott now lives, during her natural life, and then to be equally divided amongst her children supposed to be worth four Thousand five hundred dollars to her & children forever. Third I give to my Daughter Rebecca Fulkerson all my Interest in the farm on which Leonidas S. Fulkerson now lives supposed to be worth One Thousand dollars, and ^{also} all the partnership lands that I own in Lee County Virginia together with the Iron works and fixtures supposed to be worth Eight hundred dollars and further more the amount he may be due me, on Settlement, supposed to be Two Thousand dollars. And my Interest in the lands we purchased of John Speake, supposed to be worth One hundred and fifty dollars - during her natural life - and then to be equally divided amongst her

Children. Fourth I give to my daughter
Nerista J. Thompson. The tract of land
where David Wolfe now lives on, in Lee
County Virginia supposed to be worth One
Thousand dollars — and all the lands I
own on the north side of Powell's River
Known as the Bottom Field in Hancock
Tennessee, supposed to be worth four hundred
dollars and the amount that may be due
me, on settlement say Six Hundred dollars
during her natural life and then to be equal-
ly divided, amongst her children, as
Jonathan's amount is four thousand five
hundred dollars, Martha's amount is four
thousand five hundred dollars, Rebecca's
amount is three thousand nine hundred
and fifty dollars. and Nerista's Two
thousand dollars. I desire that these
amounts should be made equal out of
Any Money cash notes, Or property that
I may own at my death, and I further
desire that the balance of my estate
after paying all my debts and the
funeral expenses, shall be equally
divided amongst my four children
Fifth I give to R. M. Bales all my
Interest in the partnership land, that
I own, in Warlan & Josh Bell Counties

Kentucky by his paying to my heirs
two years after my death One Hundred
dollars. I hereby appoint my Brother
R. M. Bales, Executor of this my last Will
and Testament and desire that there
shall be no appraisement or sale of my
property — hereby revoking all former
Wills

Signed Sealed and —
Acknowledged to be my last Will and
Testament in presence of witnesses
This 25th March 1870

Witness Caleb Bales (Dead)
J. L. Bales
Peter ⁱⁿ Wolfenbarger
Wm ⁱⁿ ~~Wolfe~~ ^{Wolfe} ~~Wolfe~~ ^{Wolfe}
Joshua Ewing

State of Tennessee } J. J. McMillen of the County
Hancock County } Court of the County and State
Aforesaid, do hereby ^{certify} that the foregoing is a
true and perfect copy of the last will and
Testament of Caleb Bales as recorded in my office
and that the same was probated in Open Court
the 4th day of April 1870

Given under my hand at Office in Sneedville
and the Seal of the Court affixed this 14th
day of July 1874 J. J. McMillen Clerk

State of Tennessee } S. D. Trent Chairman of the
Waverly County } County Court of the County and State
aforesaid do hereby certify that J. H. Merrill is County
Court Clerk of the County and State aforesaid and
that his signature is genuine this 14 day
of Feb 1874 S. D. Trent
Chairman

Copies of said Will
presentment of
Said Value
Waverly 11.75
Expenses 14th 1874
J. H. Merrill Clerk

(S)

2-2-74

State of Tennessee J. S. D. Trent Chairman
Waucock County $\frac{3}{4}$ of the County Court of the
County and State aforesaid
do hereby Certify that J. F. McQuid is clerk of
the County Court of Waucock County Tennessee
and that his Signature to his Certificate
on the annexed Copy of Will of Caleb Bales
decd is genuine This 18th day of August
1874.

J. S. Trent Chmn

I Caleb Bales of the county of Hancock
and State of Tennessee do make and
Ordain this my last will and Testament
in manner and form as follows,

First I give to my son Jonathan Bales
the Farm on which I now live including
all the lands I own on the South side of
Powers river supposed to be worth four Thou-
sand five hundred dollars to him and
his heirs forever, Second, I give to
my Daughter Martha E. Parrot the Tract of
land on which William Parrot now lives
during her natural life and then to be equal-
ly divided amongst her children supposed
to be worth four thousand five hundred dollars
to her and children for ever,

Third I give to my Daughter Rebecca
Fulkerson all my Interest in the Farm
on which Leonidas S. Fulkerson
now lives supposed to be worth one
Thousand dollars, and also all the
partnership lands that I own in
Lee County Virginia together with
the Iron works and fixtures supposed
to be worth Eight hundred dollars, and
furthermore the amount he may be
due me on Settlement, supposed to be
two Thousand dollars, and my

Interest in the lands we purchased
of John Speak supposed to be worth
One hundred and fifty dollars during
her natural life, and then to be equally
divided amongst her children, Fourth
I give to my Daughter Norrista J. Thompson
the Tract of land where David Wolfe now lives
On. in Sea County Virginia supposed to be
worth One thousand dollars, and all the
lands I own on the North side of Powell's
river known as the Bottoms field, in Hancock
County Tennessee. supposed to be worth four
hundred dollars and the amount that
may be due me on Settlement say Six
hundred dollars, during her natural
life and then to be equally divided
amongst her children, as Jonathan's
amount is four thousand five hundred
dollars, Martha's amount is four thou
sand five hundred dollars, Rebecca's
amount is three thousand nine
hundred and fifty dollars, and
Norrista's Two thousand dollars, I
desire that these amounts should be
made equal out of ~~my~~ any money,
cash notes, or property that I may
own at my death, and I further
desire that the Balance of my estate

after paying all my debts, and funeral
expenses, shall be equally divided
amongst ^{four} children. Fifth I give to
R. M. Bales, all my Interest in the
Partnership land that I own in
Warlaw and Josh Bell Counties New
tucky, by his paying to my heirs
two years after my death One hundred
dollars, I hereby appoint my Brother
R. M. Bales, Executor of this my last
will and Testament, and desire that
there shall be no appraisement or sale
of my property hereby revoking all
former wills, Signed sealed and
and acknowledged to be my last
Will and Testament in presence of,
Witness this 25th of March 1870

Witness
J. C. Bales
Wm^{his} Gavin
^{mark}
Peter^{his} Holzenbarger
^{mark}
Joshua Ewing

State of Tennessee }
Hancock County } J. J. F. McNeil Clerk
of the County Court of
the County and State aforesaid do
hereby certify that the foregoing is

a true and perfect Copy of the reco-
rd of The Will of Caleb Bales deceased
and that the same was probated in
Open Court on the 4th day of April 1870
and ordered to be recorded

Witness J. F. McNeil Clerk of
the County Court of Hancock
County Tennessee, at Office
in Sneedville and the Seal
of the Court affixed The 18th
day of August 1874

J. F. McNeil Clerk

Copy of Will
Caleb Bales decd

Clerk's Fee
Copy Will 125
Certificate Will 50
Paid \$175

x

10

This Deed made this 1st day of June in the year 1870. Between John B. McLin Trustee substituted in the place of Lipscomb Parrott ~~from~~ the original Trustee in a deed of Trust executed by William Parrott for securing the payment of the debts therein mentioned due to Caleb Bales and others dated on the 14th day of October 1865 and duly recorded in the County Court Clerk's office of the County Court of Lee County of the first part. Witnesseth, that the said Caleb Bales in his lifetime being the highest bidder bought of said Trustee for which his bid was two thousand dollars and the amount of the principal and ~~part~~ of the debt due to Alexander Ewing to be paid by the said Caleb Bales and the ballance of the deed of trust after paying the two amounts named being due to himself say seventeen hundred fifty nine dollars and fifty eight cents at his death Willed the same to his daughter Martha E. Parrott during her natural life and then to be equally divided amongst her children and the said Martha E. Parrott, of the county of Lee and State of Virginia of the second part, the said McLin Trustee as aforesaid doth hereby grant bargain sell and convey to the said Martha E. Parrott the tract of land in the said deed of trust mentioned being all the tract of land whereon the said William Parrott lived at the time of the date of the said deed of Trust and being on the north side of Powells River in the said County of Lee in the State of Virginia, for the description and Bounders of which reference is made to deed of conveyance recorded in the Clerk's office, To have and to hold the said tract of land with all its appertinances to the said Martha E. Parrott, and her children forever and the said McLin as Trustee as aforesaid doth covenant Specially the tract of land hereby conveyed witness the following Signatures and seals, John B. McLin Seal Trustee

State of Virginia

County of Lee } To wit: I William Johnson Justice for the
County aforesaid in the State of Virginia do certify that
John B. McLin Jr. whose name is signed to the writing thereto
annexed bearing date on the 1st day of June 1870 has acknowledged
the same before me in my County aforesaid.

Wm Johnson J. D.

Lee County Court Clerk's office the 22nd day of August 1870.
The foregoing from John B. McLin Trustee in the name of Lipo-
comb Parrott (the original trustee in a Deed of trust executed
by William Parrott for securing the debts therein named due
to Caleb Bales & others) of the one part, and Martha E. Parrott
of the other part, all of the County of Lee and State of Virgin-
ia being duly stamped is admitted to record upon a cer-
tificate of a Justice in & for the County of Lee and State
of Virginia.

Teste John B. West Clerk

Acqfy Teste - John R. Gibson D.C.

Martha E. Parrott
Thames Hopkin of Deed.
John B. McLin Trustee

See for this copy 410 25

Locket

Joseph Parkey
vs Copy of Locketing of Judge
Wm Parrott

(aff.)
(~~L~~)

Virginia, Lee County to wit:

Known all men by these presents
that I William Parrott do hereby transfer and relinquish
to my son John L Parrott all my right title and interest in and to
the fund arising out of the renting of the Land upon which I formerly
resided in said County, which was rented under decrees and proceedings
had in the Chancery Suit of ~~Joseph~~ Parkey against some name pending in
the Circuit Court of Lee County, wherein W. B. D. Lane, as Receiver or
Commissioner, rented said Land to pay the P'ty's debt, interest & costs,
under directions not to rent for a less term than one year, and the last
year overpaying said sums, it is the purpose & intent of this instrument
to transfer & relinquish to the said John L. Parrott, the said residue,
and the said Receiver, or Commissioner will do whatever is necessary
to accomplish that end, and this shall be his receipt, & authority for
so doing. Given under my hand & seal, this the 25 day of ~~August~~
1882.

William Parrott 

Witness Jonathan Hanes
Samuel B. Haysnes

Virginia Lee County to wit:

This day William Parrott personally
appeared before me the undersigned an acting justice of the
Peace in & for said County, William Parrott who is personally known
to me, and whose signature above is known to me, to be genuine,

and made oath, that he had signed, acknowledged, and delivered
the foregoing instrument of writing for the purposes therein specified,
Given under my hand, this the 25th day of August 1882.

J. R. Edmonson C. P.

Tested

Wm Parrott

assignment


Aug 25th 1882

Filed Aug. 1882

J. A. Hyatt

Joseph Parkey }
 M } In Chancery,
Mr. Parrott & others

Received of W. B. D. Lane Receiver
in the above named cause one note of hand
for \$150.00 executed by Me & Thos Moon to said
Receiver on the 13th day of September 1875, with
interest from the 1st day of Janry 1876, and given
for the last meeting of the land in said cause, upon
which ^{note} there is a balance due of \$125.17, and
which is surrendered ~~in~~ for the authority of
Wm Parrott, executed on the 25th day of Augt 1882
in the presence Jonathan & S. C. Haynes & sworn to on
the same day before H. N. Edmunds, justice of
the peace of Lee County, and delivered to said Receiver
on this day. Given under my hand & seal.
this the 3rd day of September 1882.

John L. Parrott 

Inc L. Parrott

Recd Sept 2^d 1882.

Filed Sept 2 1882.

J. Abbott
Clerk

I John R. Gibson do swear that Wm Parrott & Martha E
Parrott his wife are, as I am informed and believe,
nursesidents of this State. So help me God.

John R. Gibson

Sworn to & subscribed before me this May 4th 1874.

James W Orr, Clerk.

Joseph Parrott

vs } Affidavit for Publication

Wm Parrott et al

Filed May 4th 1874.

James W. W. Clerk.

Virginia

At rules held in the Clerk's office of the Circuit Court of Lee County, on Monday the 4th day of May 1874.

Joseph Parkey

Plaintiff

against

William Parrott et als

Defendants

In Chancery.

The object of this suit is to obtain a decree, to subject to sale, the interest of the defendant Wm Parrott, in the tract of land in the bill mentioned, to pay the judgment in favor of the plaintiff against said defendant. And it appearing from an affidavit filed in the cause that the defendants Wm Parrott and Martha E Parrott his wife, are nonresidents of this Commonwealth, they are therefore ordered to appear here within one month after due publication of this order and do what is necessary to protect their interests in this suit.

A copy, Leste - James W Orr. Clerk.

I certify that on Monday the first day of the May term 1874, of the County Court of Lee County, I pasted a copy of the above order at the front door of the Court house of said County, this
day of 1874.

James W Orr. Clerk.

Joseph Parkey

Order Publication

Wm Parrott et al

Copy mailed to Mytheville
Enterprise, May 4th 1874.

James W Orr. Clk.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY.—GREETING:

WE COMMAND YOU TO SUMMON *William Parrott & Martha C. his wife*
and John Parrott

To appear before the Judge of our ^{Circuit} County Court of Lee County, at the Court House, in the
Clerk's Office, at Rules to be holden for said Court, on the first Moday in *February* next,
to answer a bill in Chancery, exhibited in our said Court against *him* by *Joseph*
Parkey

And have then there this writ. Witness, **JAMES W. ORR**, Clerk of our said Court,
at the Court House, this *29th* day of *January* 1874 in the *78th* year of the Common-
wealth.

James W. Orr

Clerk.

Joseph Parkey
vs. Spa in Chancery.

William Parrott et al.

February Rules 1877

Executed by Serving &

Copy of the within on

John Parrot

The 2^d Feb. 1877

For the Chamber - 1877

VIRGINIA: At rules held in the Clerk's
office of the circuit court of Lee coun-
ty, on Monday, the 4th day of May, 1874.
Joseph Parkey, Plff.

 AGAINST
Wm. Parrott, et als, Defs.
IN CHANCERY.

The object of this suit is to obtain a de-
cree to subject to sale, the interest of the
defendant. Wm. Parrott, in the tract of
land in the bill mentioned, to pay the judg-
ment in favor of the plaintiff against said
defendant.

And it appearing from an affidavit filed
in the cause that the defendants Wm. Par-
rott and Martha E. Parrott his wife, are non-
residents of this Commonwealth; they are
therefore ordered to appear here within one
month after due publication of this order,
and do what is necessary to protect their
interests in this suit.

A copy—Teste,
JAMES W. ORR,
clerk.

may 2-4w

Printer fee \$5.00 }
 }
 }

I, John H. Caldwell, Editor South-
west Va Enterprise, a newspa-
per published at Wytheville Virginia
certify that the annexed order
of publication was duly inserted
& published in said paper for
four successive weeks from
May 9 1874. Given under
my hand June 15 1874
John H Caldwell

Order Publication